

JAN 9 1976 - 9 20 AM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT NO. 1

Amendment Agreement No. 1 dated as of December 30, 1975 between Seattle-First National Bank ("Lessor"), a national banking association, as Trustee under a Trust Agreement dated as of May 1, 1975 with The Fifth Third Leasing Company, Union Trust Company of the District of Columbia, Seattle-First National Bank (the "Trustors") and National Railroad Passenger Corporation ("Lessee").

WHEREAS, Lessor and Lessee have entered into an Equipment Lease dated as of June 1, 1975 ("Lease");

WHEREAS, Lessor and Lessee desire to amend the Lease to extend the option to purchase the Equipment (as defined in Section 1.1 of the Lease);

WHEREAS, each Trustor has waived the making of a written request to the Lessor pursuant to Section 8.01 of the Trust Agreement and has consented to the execution of this Amendment Agreement No. 1 by the Lessor.

NOW, THEREFORE, in consideration of the agreements herein contained, the parties agree as follows:

- (1) in the proviso to Section 3 of the Lease the words "the Term Lease Commencement Date" shall be deleted and the words "February 15, 1976" shall be inserted in lieu thereof.
- (2) Delete the language in clause (B) of Section 22.1(a) of the Lease and insert in lieu thereof the following:

an amount equal to .011234521 percent of the Acquisition Cost of each Unit of Equipment subject to this Lease for each day elapsed from the term Lease Commencement Date or the Closing Date therefor (whichever date is later for a Unit of Equipment), to the date of the payment of the option price hereunder or February 15, 1976, whichever is earlier.

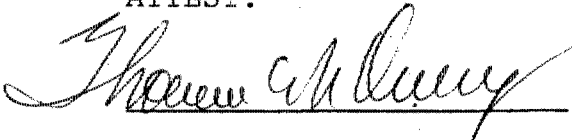
- (3) Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

The option price payable hereunder shall be due and payable on February 15, 1976.

- (4) This Amendment Agreement No. 1 may be executed in counterparts each of which so executed shall be deemed an original and each such counterparts shall constitute but one and the same instrument. Except as amended hereby, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 1 to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

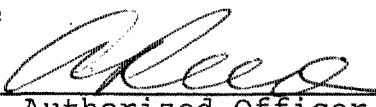
ATTEST:



(Corporate Seal)

SEATTLE-FIRST NATIONAL BANK, a
national banking association
Trustee

By


Authorized Officer

ATTEST:

NATIONAL RAILROAD PASSENGER CORPORATION


By

Authorized Officer

(Corporate Seal)

CITY OF SEATTLE)
COUNTY OF KING) ss.:
STATE OF WASHINGTON.)

On this 30th day of December, 1975, before me personally appeared Alan B. Reed, to me personally known, who being by me duly sworn, says that he is an Authorized Officer of Seattle-First National Bank, a national banking association, that one of the seals affixed to the foregoing instrument is the corporate seal of said association that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


Virginia M. Saltman
Notary Public in and for the State
of Washington, residing at Seattle

APPROVAL OF THE ADMINISTRATOR

The Federal Railroad Administrator on behalf of the Department of Transportation of the United States of America does hereby approve the foregoing Amendment Agreement No. 1 in accordance with Section 24.1 of the Equipment Lease dated as of June 1, 1975 between Seattle-First National Bank, N.A., as Trustee, and National Railroad Passenger Corporation.

FEDERAL RAILROAD ADMINISTRATOR

By _____

Witness:

CONSENT AND ACKNOWLEDGMENT

The undersigned hereby consents to and acknowledges the foregoing Amendment Agreement No. 1.

FEDERAL FINANCING BANK

By _____

ATTEST:

JAN 9 1976-9 20 AM

INTERSTATE COMMERCE COMMISSION

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WHEREAS, each Trustor has waived the making of a written request to the Lessor pursuant to Section 8.01 of the Trust Agreement and has consented to the execution of this Amendment Agreement No. 1 by the Lessor.

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- (3) Delete the last sentence of Section 22.1(a) of the Lease and insert in lieu thereof the following:

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- (4) This Amendment Agreement No. 1 may be executed in counterparts each of which so executed shall be deemed an original and each such counterparts shall constitute but one and the same instrument. Except as amended hereby, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement No. 1 to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

ATTEST:

SEATTLE-FIRST NATIONAL BANK, a
national banking association
Trustee

By _____

Authorized Officer

(Corporate Seal)

ATTEST:

NATIONAL RAILROAD PASSENGER CORPORATION

Elyse G. Warden

(Corporate Seal)

By Don X. Brazin

Authorized Officer

APPROVAL OF THE ADMINISTRATOR

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FEDERAL RAILROAD ADMINISTRATOR

By Asaph H. Hall

Witness:

Christopher S. Miffitt
Counsel, PRA

CONSENT AND ACKNOWLEDGMENT

The undersigned hereby consents to and acknowledges the foregoing Amendment Agreement No. 1.

FEDERAL FINANCING BANK

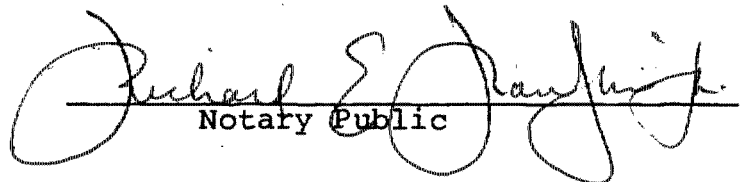
By R. H. M. Jones

ATTEST:

Richard H. Coffey

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA)

On this 6th day of *January*, 1976, before me personally appeared *Ralph M. Forbes*, to me personally known, who being by me duly sworn, says that he is *President* of FEDERAL FINANCING BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

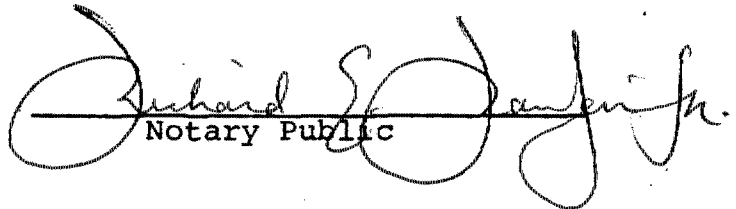
[Notarial Seal]

My Commission Expires:

My Commission Expires September 30, 1980

CITY OF WASHINGTON)
)
DISTRICT OF COLUMBIA)

On this 31ST day of *December*, 1975, before me personally appeared *Don R. Brazier*, to me personally known, who being by me duly sworn, says that he is Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

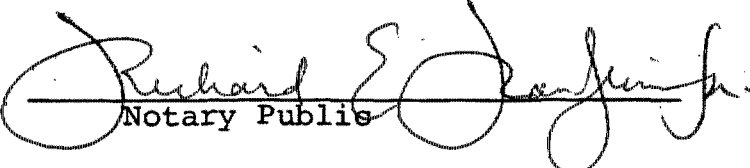
(SEAL)

My Commission expires:

My Commission Expires September 30, 1980

CITY OF WASHINGTON)
) ss.
DISTRICT OF COLUMBIA)

On this ^{31st} day of ~~December~~ 1975, before me personally appeared
Asaph H. Hall, to me personally known, who being by me
duly sworn, says that he is the Federal Railroad Administrator, that
the foregoing instrument was signed by him by authority duly delegated
to him by the Secretary of Transportation; and he acknowledged that
the execution of the foregoing instrument was his free act and deed
as the Federal Railroad Administrator.


Notary Public

(SEAL)

My Commission Expires:

My Commission Expires September 30, 1980